

EXHIBIT 5

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PARSONS BRINCKERHOFF INC. and ALLTECH, INC.

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)

RONALD HOUSTON, on behalf of)
himself and all others similarly situated;)
and JOSEPH LOMASCOLO, on behalf)
of himself and all others similarly situated,)

Plaintiffs,)

vs.)

URS CORPORATION, DEWBERRY &)
DAVIS LLC, PARTNERSHIP FOR)
RESPONSE AND RECOVERY (PaRR),)
PARSONS BRINCKERHOFF, INC.,)
and, ALLTECH, INC.)

Defendants.)

AFFIDAVIT OF
HUGH INGLIS

Case No. 08 CV 203 (LO)(JFA)

HUGH INGLIS, being duly sworn, deposes and states as follows:

1. I am employed by ALLTECH, Inc. ("ALLTECH") in the position of Project Manager and Senior Vice President. I have been employed by ALLTECH for about 10 years.
2. ALLTECH is a Delaware corporation headquartered in Virginia.
3. I make this Affidavit of my own personal knowledge or upon review of records or other documents.

4. ALLTECH is in the business of providing non-engineering services, including operations and maintenance services for traffic centers, toll roads, and federal office buildings.

5. ALLTECH has a contract with Federal Emergency Management Agency (FEMA) to provide home inspections to assess residential property damage in Presidentially declared disaster areas throughout the United States. Those sites are administered by the Federal Emergency Management Agency (FEMA).

6. ALLTECH does not employ inspectors to conduct residential inspections. Instead, ALLTECH enters into independent contractor relationships to utilize the services of inspectors who elect to work at the FEMA sites. A sample independent contractor agreement is attached as Exhibit A. ALLTECH maintains a database of independent contractors who have expressed interest in being offered to conduct on-site physical inspections of residences damaged by a disaster anywhere in the United States, which it uses to identify inspectors in connection with specific disasters.

7. ALLTECH and the Partnership for Response and Recovery ("PaRR") compete with each other for contracts with FEMA to provide residential housing inspections of homes damaged or destroyed at disaster sites.

8. ALLTECH does not control the method, details or means that the inspector chooses to use. Rather, the inspector makes all on-site inspection decisions in accordance with guidelines issued by FEMA.

9. When an inspector arrives at a disaster site, he may, on his own time and at his own expense, attend a short briefing that gives inspectors specific information, provided by FEMA to ALLTECH, about the disaster in question (e.g., fatalities, language concerns, etc.). Further contact between the inspector and ALLTECH is minimal.

10. Inspectors can elect to accept or reject the offer of an assignment to perform inspections under a Task Order relating to a disaster. There is no penalty for rejecting the offer.

11. Inspectors schedule their own inspection appointments on dates and at times they select.

12. Inspectors can hire or retain, and personally compensate, their own employees or subcontractors to serve as drivers, guides, to or perform other functions (e.g., clerical work). ALLTECH does not impose any conditions upon doing so; FEMA security guidelines must, however, be followed.

13. An inspector is not required to personally perform any services. Inspectors are responsible for hiring and paying assistants who they choose to utilize.

14. Assignments that the inspector cannot complete or chooses not to complete are returned to ALLTECH for re-assignment. There is no penalty for doing so.

15. Inspectors supply all equipment, tools, and materials needed to accomplish residential inspections.

16. Inspectors pay all of their own expenses following arrival at a disaster site. ALLTECH pays none of the inspectors' on-site expenses.

17. When an inspector accepts an assignment as an independent contractor, he or she provides his or her own measuring tools (such as a walking wheel and infrared measurer), vehicle, flashlights, boots, protective clothing, tools, cell phone and other equipment. He or she pays all on-site transportation, living (including hotel or lodging costs), food and other costs. No per diem payment is made by ALLTECH.

18. ALLTECH provides the inspector with the cost of a flight to and from his or her residence to the airport closest to the disaster area or mileage to the site using a travel code.

While 21-days of on-site presence once was requested, inspectors could negotiate to leave sooner and still receive round-trip paid travel. Case-by-case decisions were made. For about the past two years, no specific on-site presence requirement existed.

19. FEMA supplies the inspector with forms, handheld computers with software, and cameras.

20. Inspectors are compensated on a per inspection basis.

21. There is no maximum or minimum number of inspections that an inspector must perform in a day. An inspector can increase his or her financial reward by doing more inspections, which can involve the inspector's retention of guides, clerical staff, translators, drivers or other staff.

22. The inspector may sustain a loss due to damage to his equipment; or failing to manage on-site expenses, such as "over-hiring" of his own staff.

23. Inspectors are not eligible for any fringe benefits from ALLTECH or Parson Brinckerhoff.

24. Either party can terminate the inspector-contractor relationship in accordance with the agreement.

25. No permanent relationship exists between ALLTECH and the inspector. Upon completion of a Task Order, no further services are performed by the inspectors.

26. An inspector may perform services for his or her other clients so long as the performance does not establish a conflict of interest barred by FEMA, i.e., an inspector cannot contract to do work upon the home of an applicant for FEMA benefits.

27. Inspectors are required by their contract or agreement to carry worker's compensation insurance (if required by law) and liability insurance. A sample independent contractor agreement is attached as Exhibit 1.

28. None of the inspectors' services is performed on ALLTECH's or FEMA's premises.

29. ALLTECH does not conduct annual performance evaluations of contractors.

30. Parsons Brinckerhoff Inc. is not a party to the contract with FEMA. The contract is between FEMA and ALLTECH. The cover sheet to the contract between FEMA and ALLTECH is attached as Exhibit 2.

31. The Independent Contractor Agreement is between the inspectors and ALLTECH. See Exhibit 1.

32. Pursuant to the FEMA agreement with ALLTECH, inspections are conducted of residential properties, not business or commercial properties.

33. During the three-year limitation period potentially covered by this lawsuit as to Plaintiff Lomascolo's claims, ALLTECH contracted with inspectors residing in almost all states. A chart summarizing the number of inspectors from each state or territory is attached as Exhibit 3.

34. Since November 2004, ALLTECH inspectors have performed inspections at 40 disasters sites located in 21 different states, as well as Puerto Rico and the Mariana Islands.

35. The scope, duration and management of each task order varies greatly from disaster to disaster. Similarly, the time required for each residential inspection is likely to vary widely depending upon the nature of the disaster and its location (e.g., tornado, hurricane, earthquake, fire, etc.), the severity of the disaster and the size of the area affected.

36. Since November 2004, ALLTECH has deployed, at varying disaster sites, between 2 and 1,393 independent contractors to inspect damaged dwellings pursuant to FEMA Task Orders.

37. From November 2004 to present, ALLTECH has sent anywhere from zero to 18 ALLTECH employees (not inspectors) to FEMA disaster sites. None conducted residential inspections.

38. From November 2004 to present, ALLTECH negotiated basic inspection fees from \$44 to \$50 as the per inspection rate on a given Task Order.

39. Inspection fees negotiated by ALLTECH with inspectors varied greatly depending upon special circumstances (e.g., distant final inspections, close-out inspections, etc.). In 2005, the range was \$44 to \$150 in 2006, it was \$44 to \$300 and, in 2007, it was \$48 to \$480.

40. When an inspector elects to accept a task order, he or she does not know how long it will take to complete it. He or she also cannot estimate unpaid downtime or waiting time, or on-site travel time, as well as other unprofitable aspects of the project.

41. The ALLTECH Field Manager assigned to the disaster site stays in the field a varying length of time, depending on the nature of the disaster and the number of inspections remaining to be completed. Since the ALLTECH Field Manager is not an on-site supervisor, the Manager may leave the disaster site prior to completion of all inspections.

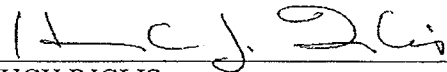
42. There is a great diversity of inspectors who elect to render services at FEMA disaster sites. For example, 49.2% (1305/2654) of the contractors who performed inspections since November 2004 have done so in connection with only one Presidentially declared disaster. These "single-disaster" inspectors had no other interaction with ALLTECH since performing those inspections.

43. According to ALLTECH's records, Plaintiff Lomascolo conducted residential appraisals at FEMA disaster sites in the following states: Louisiana, Massachusetts and Pennsylvania.

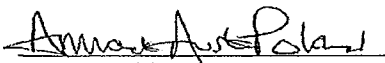
44. In Louisiana, Plaintiff Lomascolo was among a great many inspectors who elected to travel to that FEMA disaster site, where each sought and was assigned a great many inspections.

45. In Massachusetts, Plaintiff Lomascolo was one of only 51 inspectors deployed to inspect homes damaged by flooding. Inspections were assigned for a brief period of time.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. See 28 U.S.C. § 1746.


HUGH INGLIS

Sworn to before me this 5th
day of June, 2008


Notary Public Amanda Austin Poland
Notary Reg # 7025449
June 5th, 2008 in Winchester, VA

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